

COTTONWOOD HEIGHTS

RESOLUTION No. 2012-43

A RESOLUTION APPROVING ENTRY INTO AMENDMENT NO. 9 TO AN INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY FOR PUBLIC WORKS SERVICES

WHEREAS, the Interlocal Cooperation Act, *Utah Code Ann.* §11-13-101 *et seq.*, provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

WHEREAS, effective 15 January 2005, the city of Cottonwood Heights (the “City”) and Salt Lake County (the “County”) entered into an interlocal agreement (the “Agreement”) whereunder the County agreed to provide public works services to the City through 30 June 2005 on the terms and conditions specified in the Agreement; and

WHEREAS, the Agreement provides, *inter alia*, that the Agreement may be renewed for succeeding one-year periods upon mutual approval of a revised “Exhibit A” to the Agreement; and

WHEREAS, the City and the County heretofore have amended and/or renewed the Agreement for the cumulative period of 1 July 2005 through 30 June 2012 pursuant to eight successive amendments to and renewals of the Agreement; and

WHEREAS, the County has proposed to continue to provide public works services within the City for the period of 1 July 2012 through 30 June 2013 as provided in the proposed “Amendment and Renewal No. 9--Agreement for Public Works Services--Salt Lake County and City of Cottonwood Heights” (the “Ninth Amendment”); and

WHEREAS, the city council (the “Council”) of the City met in regular session on 14 August 2012 to consider, among other things, approving the City’s entry into the Ninth Amendment; and

WHEREAS, the Council has reviewed the form of the Ninth Amendment, a photocopy of which is annexed hereto; and

WHEREAS, the city attorney of the City has approved the form of the Ninth Amendment as required by *Utah Code Ann.* §11-13-202.5(3); and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the City’s residents to approve the City’s entry into the Ninth Amendment as proposed in order to make efficient use of the City’s resources;

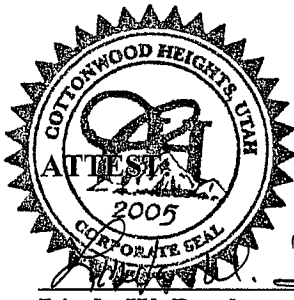
NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the attached Ninth Amendment with the County is hereby approved, and that the City’s mayor and

recorder are authorized and directed to execute and deliver the Ninth Amendment on behalf of the City.

This Resolution, assigned no. 2012-43, shall take effect immediately upon passage.

PASSED AND APPROVED this 14th day of August 2012.

COTTONWOOD HEIGHTS CITY COUNCIL



Linda W. Dunlavy, Recorder

By

J. Scott Bracken, Mayor Pro Tempore

VOTING:

Kelvyn H. Cullimore, Jr.	<i>Absent</i>
Michael L. Shelton	Yea <input checked="" type="checkbox"/> Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/> Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input checked="" type="checkbox"/> Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/> Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 14th day of August 2012.

RECORDED this 15 day of August 2012.

583025.1

**AMENDMENT AND RENEWAL NO. 9
AGREEMENT FOR PUBLIC WORKS SERVICES
SALT LAKE COUNTY
AND
CITY OF COTTONWOOD HEIGHTS**

THIS AMENDMENT amends a prior interlocal agreement between SALT LAKE COUNTY (the "COUNTY"), a body corporate and politic of the State of Utah; and COTTONWOOD HEIGHTS (the "CITY"), a municipal corporation of the State of Utah; and is made and entered into this ____ day of _____, 2012.

RECITALS

1. The parties entered into an agreement on July 1, 2002, pursuant to the Utah Interlocal Cooperation Act, under which the COUNTY would provide services to the CITY (the "SERVICES").
2. Pursuant to the terms of the original agreement, the parties hereby agree to amend and extend that agreement for the period set out herein and based on the rates and services set out in a revised Exhibit "A," attached hereto.

AGREEMENT

1. The nature of the SERVICES provided under this amendment and the charges for the SERVICES is set forth in Exhibit "A," which is made a part of and incorporated into this amendment by reference, replacing the original Exhibit "A" in the initial contract.
2. The original agreement of the parties is amended to extend the term of SERVICES under this amendment through June 30, 2013.
3. Except as specifically amended herein, all of the original terms and provisions of the agreement of the parties shall remain in full legal force and effect.

4. The parties acknowledge that this amendment is subject to the provisions and procedures contained in the Interlocal Cooperation Act and they agree to process, approve, manage, and archive this amendment in accordance with the provisions of that Act.

IN WITNESS WHEREOF, the parties do execute this amendment on the day and year first above written.

APPROVED AS TO FORM
Salt Lake County District Attorney's Office
By [Signature]
Deputy District Attorney
Date 25 July 2012

SALT LAKE COUNTY

By _____
Mayor or Designee

CITY OF COTTONWOOD HEIGHTS

Approved as to legal form:

City Attorney

By _____
Mayor or Designee

Attest:

City Recorder

EXHIBIT "A"

CITY OF COTTONWOOD HEIGHTS

JULY 2012 - JUNE 2013

Public Works Service Contract	2012-2013
General Road Maintenance	\$150,000
Snow Removal	\$400,000
Traffic Analysis	\$ 1,000
Sign Maintenance	\$ 20,000
School Flashers	\$ 2,000
Street Light Maintenance	\$ 20,000
Traffic Signal Maintenance	\$ 60,000
Storm Drain	\$ 63,000
Weed Control	\$ 3,000
Small projects (curb and gutter, storm drain, etc)	<u>\$ 25,000</u>
Contract Total	\$ 780,000

The minimum contract amount is based on actual costs to purchase, own, operate, and maintain the equipment and materials, and to employ the people necessary, to provide snow removal services in the CITY. The CITY shall pay this minimum contract amount to the COUNTY to cover these costs. The minimum contract amount may be adjusted by modifying snow removal routes. Only services provided by Salt Lake County Public Works Operations crews under this agreement and the pavement maintenance agreement will count towards the minimum contract amount. Contracted work (slurry seal, etc.), new traffic signal construction and work outside the contract are excluded from the minimum contract amount.